

**STATE OF CONNECTICUT**  
**Department of Social Services**  
**CT Head Start State Collaboration Office**  
**Request for Applications**

The Department of Social Services, CT Head Start State Collaboration Office (CT HSSCO) is requesting applications from Head Start and/or Early Head Start grantees in the State of Connecticut that could, if funding were made available, establish or expand access to comprehensive early care and education services to children without homes.

Completed applications must be received at the Department no later than 3:00 P.M. Local Time on June 1, 2006. Applications received after that date and time might be accepted by the Department as a clerical function but will not be opened and evaluated. ALL APPLICATIONS MUST BE IN SEALED ENVELOPES CLEARLY MARKED "Head Start State Collaboration RFA".

To download the Request for Applications, access the State's Procurement/Contracting Portal at the State of Connecticut Department of Administrative Procurement Services Home Page at [www.das.state.ct.us/busopp.asp](http://www.das.state.ct.us/busopp.asp) or contact:

Frank A. Intino  
State of Connecticut  
Department of Social Services  
25 Sigourney Street  
Hartford, CT 06106  
(860) 424-5486 (phone)  
(860) 424-5800 (fax)  
[frank.intino@po.state.ct.us](mailto:frank.intino@po.state.ct.us) (e-mail)

The Department is an Affirmative Action/Equal Opportunity Employer. Deaf and Hearing Impaired Individuals may use a TDY by calling 1-800-842-4524. Questions or requests for information in alternative formats must be directed to the DSS Contract Administration Office at (860) 424-5693.

The Department reserves the right to reject any and all applications or cancel this Request for Applications at any time if it is deemed in the best interest of the State.

## **Part I - OVERVIEW OF THE DEPARTMENT OF SOCIAL SERVICES AND PROJECT**

### **Section 1 Department Overview**

The Department of Social Services (the “Department” or “DSS”) is a state agency that provides a broad range of programs and services to low-income, elderly and disabled families and individuals who need assistance in maintaining or achieving their full potential for self-direction, self-reliance and independent living. It administers over 90 legislatively authorized programs and one-third of the state budget. By statute, the Department is the state agency responsible for administering a number of programs that are governed by both federal and state legislation. The programs administered by the Department include Food Stamps, Temporary Assistance to Needy Families, Medicaid and State-Administered General Assistance (“SAGA”).

The agency is led by a Commissioner, and there are two Deputy Commissioners, one for Programs and one for Administration. There are three regional administrators responsible for each of the three DSS service regions.

Three entities are attached to the Department for administrative purposes only. They are the Commission on Deaf and Hearing Impaired, the Board of Education Services for the Blind, and the Child Day Care Council.

### **Section 2 Statement of Purpose**

The purpose of this Request for Applications is to obtain applications from Head Start and Early Head Start grantees in the State of Connecticut that would utilize one-time funding from the Department to assist them in expanding access to comprehensive early care and education services to young children experiencing homelessness in their community.

### **Section 3 Project Background**

Head Start has served as the nation’s early childhood laboratory for over forty years. Focusing its efforts on children and families with low incomes, Head Start has served a critical role in providing comprehensive early childhood services and family supports to some of our nation’s most needy and at risk populations. In the early 1990’s when the number of families living in transient circumstances was rising the Head Start Bureau began to encourage Head Start grantees to increase their support to homeless families and initiated a demonstration project to learn which models of Head Start services would be most effective in helping families maintain stable comprehensive child development services for their children despite their homelessness. Through these demonstration projects Head Start grantees were able to identify barriers to access and remove those barriers so that children living in transient circumstances could find stability and support through consistent early care and education designed to address their specific needs. (See ACF-IM-1992-11) Additionally, in 1994 in the reauthorization of the Head Start Act, homelessness was added as the eighth priority area for State Collaboration Offices (SCO) and SCOs were instructed to support grantees at the local level and to work at the state level to create collaborations that result in better outcomes for young children without homes.

#### **Section 4      Available Funding**

The CT HSSCO has been granted \$45,000.00 from the Department of Health and Human Services, Head Start Bureau, as part of its annual federal allocation, to enhance the availability of comprehensive early childhood services to young children experiencing homelessness through activities that promote local partnerships and collaboration with Head Start and Early Head Start programs. It is anticipated that up to nine contracts of up to \$5,000 each will be awarded. The Department shall make awards to individual Head Start and/or Early Head Start grantees that demonstrate through their response to this RFA the ability to enhance their capacity to serve the target population through local partnerships.

The actual dollar value and number of resultant contracts will be determined by the Department through an evaluation of the applicants' proposed use of the requested funds including the applicants' justification for the use of the requested funds and a narrative that describes how the proposed utilization of the funds would support the Proposed Use of Funding as set forth in Part I Section 2 of this RFA.

## **Part II - CONTENTS OF A RESPONSIVE APPLICATION**

### **Section 1 - THE ORGANIZATION AND PROJECT MANAGEMENT**

**A. The Organization:** To be considered responsive an application must include:

1. The identification and location of the applicant organization (name; address; FEIN number; contact person and contact information including phone, fax and e-mail address);
2. A statement that the applicant is a federally recognized Head Start and/or Early Head Start grantee. The statement must include the applicant's current federal grant number;
3. The identification and location of the collaborating or partnering organization(s) (name; address; FEIN number; contact person and contact information including phone, fax and e-mail address);
4. A description of the applicant's present resources and services that will be enhanced and a description of the existing limits or barriers to service that will be addressed if these funds are received.

**B. Project Management:** To be considered responsive an application must include:

1. A clear description of the roles and responsibilities of the staff of the applicant organization and the collaborating partner agency (s) that will implement the project if the funds are awarded.
2. A designation of the applicant's staff identified in B1 above that are considered by the applicant to be "key personnel". For purposes of this RFA "key personnel" are those of the applicant's staff that the applicant considers necessary in order to achieve the project's objectives.
3. The identification of the position(s) within the applicant's organization that would have day-to-day responsibility for project leadership and the key tasks associated with implementation of the project's activities and identification of the individual who will act as the point of contact for project activities.
4. A detailed description of the approach that will be used to track progress on the project's tasks and objectives.

### **Section 2 – PROPOSED USE OF FUNDING**

A responsive application must propose a plan that demonstrates how the one-time funding, if awarded, would be used by the applicant organization and describe how the use of the awarded funds is expected to increase service access for additional populations of clients and improve the delivery of comprehensive child development services to young children without homes.

**A. Executive Summary:** To be considered responsive an application must include an Executive Summary, limited to one (1) page in length, that:

1. Clearly and concisely sets forth the organization's goals and objectives for participating in this RFA process; the amount of funds being requested up to \$5,000; the proposed use of the funds and how the proposed use of the funds is expected to increase access and improve the delivery of comprehensive child development services to young children without homes.
2. Identifies the agency or entity partnering or collaborating with the applicant organization.

**B. Work Plan for the Enhancement of Services:** To be considered responsive an application must include a clear and descriptive work plan that:

1. Explains how the applicant organization will use the awarded funds and describes how the proposed activities enhance the current activities and address the needs of young children without homes.
2. Provides detailed cost information with a corresponding justification for the purchase or expenditure associated with the use of the awarded funds.
3. Explains how the activity will enhance access to comprehensive child development services for the target population.
4. Explains how the applicant organization plans to continue any new activities as part of their existing work plan or whether additional resources will be needed to continue efforts in the future.
5. Includes a letter from the collaborating or partnering entity(s), which states their intention to work with the applicant organization and a description of their role in this project.

**C. Evaluation Process:** To be considered responsive an application must include:

1. A clear description of the approach and method(s) that the applicant organization will utilize to evaluate the applicant organization's progress towards achieving the goals and objectives for increasing service access.
2. Identification of any data that the applicant organization will collect to conduct the evaluation.
3. The timeline(s) for the implementation of the evaluation process.

**D. Financial Information:** To be considered responsive an application must:

1. Identify the amount of funds the applicant organization is applying for.
2. Include a proposed line-item budget, following the federal form 424A format, (including a budget narrative) for the utilization of the requested funds prior to January 31, 2007.  
**NOTE WELL:** The budget must allocate the requested funds to purchases, administrative and service functions, and administrative costs by line item.

**E. Other Required Forms:** To be considered responsive an application:

1. Must include an executed Statement of Acceptance in Appendix II of this RFA – refer to Part III Section 1 and Part III Section 1 A of this RFA for information pertaining to this requirement;
2. May include the submission of alternate language – refer to Part III Section 1 and Part III Section 1 B of this RFA for information;
3. Must include an executed Certification of Lobbying Restrictions - Appendix III - The Applicant must include a signed statement to the effect that no funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with the awarding of any federal contract continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement; and
4. Must include a completed Workforce Analysis – Appendix IV.

## **Part III - THE CONTRACT AND PAYMENT TERMS**

### **Section 1 – THE CONTRACT**

The selected applicants from this process will enter into a Purchase of Services contract (POS) with the Department. The Mandatory Terms and Conditions for all POS contracts are set forth in Appendix I to this RFA. Any contract developed as a result of this RFA will be subject to State contracting procedures, which may include approval by the Connecticut State Attorney General's Office. Please note that a contract resulting from this application process is executory and that no financial commitments can be made until and unless the Office of the Attorney General approves the contract. The term of the resulting contract will be for seven months beginning no sooner than July 1, 2006.

#### **A. Statement of Acceptance**

A responsive application must include an executed Statement of Acceptance, in Appendix II of this RFA. The Statement of Acceptance states that the applicant organization accepts, without qualification, all of the mandatory terms and conditions as stated within this RFA including, but not limited to the terms and conditions set forth in Appendix 1 to this RFA. Any application that fails to comply in any way with this requirement may be disqualified as non-responsive.

#### **B. Alternate Language**

After having accepted without qualification the mandatory terms and conditions as specified within this RFA through the execution and inclusion of the Statement of Acceptance, an applicant may suggest alternate language to the terms and conditions set forth in Appendix I. The Department may, at its sole discretion, elect to incorporate the alternate language in any resulting contract. The Department is solely responsible for rendering decisions in matters of interpretation on all terms and conditions.

### **Section 2 – PAYMENT TERMS**

The contract between the successful applicant(s) and the Department will include payment provisions wherein the resultant contractor(s) will be awarded \$3,000, upon commencement of the contract and the balance of the contracted amount up to \$2,000 upon submission and approval of the final report to include a summary of evaluation results and expense justification prior to January 31, 2007. The total amount of funding available through this RFA process is \$45,000.00. Payment will be made to successful applicants in accordance with contractual provisions that correspond to the proposed utilization of the funds.

## **PART IV - OVERVIEW OF THE PROCUREMENT PROCESS**

### **A. Issuing Office and Contract Administration**

The Connecticut Department of Social Services is issuing this Request for Applications (RFA), through its Office of Contract Administration. This office is the only contact in the State of Connecticut (State) for this competitive bidding process. All questions must be addressed to the Contract Administrator in writing by, fax, or e-mail. The address of the issuing office is as follows:

Frank A. Intino, Contract Manager  
Department of Social Services  
25 Sigourney Street Hartford, CT 06106  
Phone: (860) 424-5486 - Fax: (860) 424-5800  
e-mail: frank.intino@po.state.ct.us

### **B. Application Schedule**

Milestones	Ending Dates
RFA Released	April 13, 2006
Letter of Intent	May 1, 2006
Applicant Questions Due	May 1, 2006
Department's Responses to Questions	May 8, 2006
Applications Due by 3:00 PM Local Time	June 1, 2006
Successful Applicant Announced	June 15, 2006

### **C. Letter of Intent**

Interested applicants are requested to submit a letter of intent **by 3:00 PM Local Time on May 1, 2006** to the Issuing Office to advise the Department of their intention to present a response to this RFA. The Letter of Intent should state the amount of the funds requested by the applicant in their RFA response. **NOTE WELL:** Funds are initially limited to \$5,000 per application. The Letter of Intent may be faxed or e-mailed to the Issuing Office to meet this deadline.

### **D. Applicant Questions**

The Department will accept written questions submitted **by 3:00 PM Local Time on May 1, 2006**. Written questions may be sent via e-mail or facsimile to meet this deadline. The Department will only respond to those questions submitted in writing by the stated deadline. Submit questions to the Issuing Office. The Department's official responses to all questions will be posted as an official amendment to the RFA that will be posted with the RFA on the State's Procurement/Contracting Portal on or about **May 8, 2006**. It is the Applicant's responsibility to access the State's Procurement Contracting Portal to obtain any amendment to or official announcements pertaining to this RFA.

### **E. Response Date and Time**

The Issuing Office must receive applications **by 3:00 PM Local Time, June 1, 2006** in order to be considered for selection. A postmark date will not be considered as the basis for meeting any submission deadline. Receipt of an application after the closing date and time as stated herein shall not be construed as acceptance of the application.



## **F. Application Preparation Expenses**

The State of Connecticut and the Department assume no liability for payment of expenses incurred by Applicants in preparing and submitting applications in response to this procurement. The Department is not liable for any cost incurred by the Applicant prior to the effective date of a contract.

## **G. Evaluation and Selection**

It is the intent of the Department of Social Services to conduct a comprehensive, fair and impartial evaluation of applications received in response to this procurement. Only applications found to be responsive to the RFA will be evaluated and scored.

## **H. Contract Execution**

The successful Applicant(s) will be awarded the right to negotiate a contract with the Department that will be subject to State contracting procedures, which may include approval by the Connecticut State Attorney General's Office. Please note that the resultant contract is executory and that no financial commitments can be made until, and unless, the Attorney General approves the contract.

## **I. Applicant Debriefing**

The State will notify all Applicants of any award(s) issued as a result of this RFA. Unsuccessful Applicants may, within thirty (30) days of the signing of the resultant purchase of service contract, request a meeting for debriefing and discussion of their application by contacting the issuing office in writing at the address previously given.

## **J. Freedom of Information:**

Due regard will be given to the protection of proprietary information contained in all applications received; however, applicants should be aware that all materials associated with this procurement are subject to the terms of the Freedom of Information Act, and the Privacy Act and all rules, regulations and interpretations resulting therefrom. Applicants must provide convincing explanation and rationale sufficient to justify each exception from release consistent with Section 1-210 of the Connecticut General Statutes to claim proprietary exemption.

It will not be sufficient for applicants to merely state generally that the application is proprietary in nature and therefore not subject to release to third parties to claim an exemption. Price and cost alone do not meet exemption requirements. Those particular pages or sections that an applicant believes to be proprietary, must be specifically identified as such. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the applicant that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the above cited statute.

In any case, the narrative portion of the application may not be exempt from release. Between the applicant and the State, the final administrative authority to release or exempt any or all material so identified rests with the State.

## **K. Affirmative Action**

Regulations of Connecticut State Agencies Section 46a68j-3(10) requires agencies to consider the following factors when awarding a contract that is subject to contract compliance requirements: the applicant's success in implementing an affirmative action plan; the applicant's

success in developing an apprenticeship program complying with Section 46a-68-1 to 46a-68-17 of the Regulations of Connecticut State Agencies, inclusive; the applicant's promise to develop and implement a successful affirmative action plan; the applicant's submission of EEO-1 data indicating that the composition of its work force is at or near parity when compared to the racial and sexual composition of the work force in the relevant labor market area; and the applicant's promise to set aside a portion of the contract for legitimate small, minority and women's businesses in accordance with Section 4a-60 of the Connecticut General Statutes.

#### **L. Rights Reserved**

Upon determination that its best interests would be served, the Department shall have the right to:

1. Cancel the procurement at any time prior to award.
2. Amend this solicitation at any time prior to award.
3. Refuse to accept, or return accepted applications that do not comply with solicitation requirements.
4. Reject any application that is received after the deadline.
5. Require applicants, at their expense, to submit written clarification of applications in a manner or format that the Department may require.
6. Require that all applications submitted in response to this solicitation, upon receipt by the Department, become the property of the State of Connecticut.
7. Invite applicants, but not necessarily all, to make an oral presentation to assist the Department in their determination of award. The Department further reserves the right to limit the number of applicants invited to make such a presentation. The oral presentation shall only be permitted for purpose of application clarification and not to allow changes to be made to the application.
8. Allow no additions or changes to the original application after the due date specified herein, except as may be authorized by the Department.
9. Dispose of all applications and documents from applicants not selected through this RFA.
10. Award in part or reject any and all applications in whole or in part; to waive technical defects, administrative deficiencies, irregularities and omissions, if in its judgment the best interests of the Department will be served.
11. Reject the application of any Applicant in default of any prior contract or for misrepresentation of material presented.
12. Reject any and all applications, or portions thereof, received as a result of this procurement or to negotiate separately any service in any manner necessary to serve the best interest of the State.
13. Contract for all or any portion of the scope of work contained within this RFA if it is determined that contracting for a portion of the work will best meet the needs of the State.
14. Award the right to negotiate a contract to the Applicant(s) whose application is most advantageous in meeting the needs of the Department, cost and all factors considered.

**M. Applicant Assurances and Acceptances:** Through the submission of an application in response to this RFA the Applicant certifies that:

1. **Independent Application** - no attempt has been made or will be made by the applicant to induce any other person or firm to submit or not to submit an application for the purpose of restricting competition; and that the Applicant had no knowledge of the specific RFA contents prior to actual receipt of the RFA and had no part in the RFA development.

2. **Valid and Binding Offer:** the application represents a valid and binding offer to provide services in accordance with the terms and provisions described in this RFA and any amendments or attachments hereto.
3. **Press Releases:** the applicant shall obtain prior written consent and approval from the Department for press releases that relate in any manner to this RFA or any resulting contract.
4. **Restrictions on Communications with DSS Staff:** from the date of release of this RFA until the Department makes an award the applicant shall not communicate with Department staff on matters relating to this RFA except as provided herein through the Issuing Office. Any other communication concerning this RFA with any of the Departments' staff may, at the discretion of the Department, result in disqualification of that application.
5. **Acceptance of the Department's Rights Reserved:** The applicant accepts the rights reserved by the Department as set forth herein Part IV Section L.

**N. Application Submission Format**

1. Applications must be submitted bound only with one staple in the upper left hand corner with the official name of the organization appearing on the front page and on each page of the application. Each section of the application must begin on a new page and be keyed to a table of contents.
2. Copies Necessary – One (1) original hard-copy and (3) photocopies of the application must be submitted in a sealed envelope properly marked with “Head Start State Collaboration RFA” and received by the response date and time specified on the front cover of this RFA.
3. Table of Contents - Each application must incorporate a table of contents.
4. Page Numbers - Each page of the application must be numbered consecutively from the beginning of the application through all appended materials.
5. Page Format - The standard page format to be used throughout the application is as follows:
  - a. Text shall be single-sided on 8 1/2” x11” paper in “portrait” orientation.
  - b. Text shall be double-spaced
  - c. Font shall be a minimum of twelve (12) point
  - d. The binding edge margin of all pages shall be a minimum of 1 1/2 “
6. Page limit – The Application is limited to 5 pages, with the exception of a budget page, the letter of commitment from the required designated partner agency(s) and mandatory forms. Applicants are advised to adhere strictly to the limits. The Department will not consider information that extends the page limits.

## **PART V – APPLICATION EVALUATION**

### **A. Evaluation of Applications**

DSS will conduct a comprehensive, fair and impartial evaluation of applications received in response to this procurement effort.

### **B. Evaluation Process**

An Evaluation Committee established to review and score all applications will be responsible for decisions regarding recommendations for funding. The Evaluation Committee reserves the right to interview applicants. After the Evaluation Committee has scored the applications, the points awarded will be totaled to determine the ranking. Recommendations, along with pertinent supporting materials, will then be considered in determining the awards.

## **APPENDIX I MANDATORY TERMS AND CONDITIONS**

### **Section 1      General RFA Application Provisions:**

#### **1.1      APPLICATION PREPARATION EXPENSE**

The State of Connecticut assumes no liability for payment of expenses incurred by respondents in preparing and submitting applications in response to this procurement.

#### **1.2      INSURANCE**

By submission of an application the applicant agrees that it will carry insurance, (liability, fidelity bonding, workers' compensation or surety bonding and/or other), as specified in a resultant contract, during the term of the contract according to the nature of the work to be performed to "save harmless" the State of Connecticut from any claims, suits or demands that may be asserted against it by reason of any act or omission of the contractor subcontractor or employees in providing services hereunder, including but not limited to any claims or demands of malpractice. Certificates of such insurance shall be filed with the Contract Administrator prior to the performance of services.

#### **1.3      SUSPENSION OR DEBARMENT**

By submission of an application the applicant certifies the applicant or any person (including subcontractors) involved in the administration of Federal or State funds:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any governmental department or agency (local, state or federal);
- b. Has not within a three year period preceding the application submission been convicted or had a civil judgment rendered against him/her for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (local, state or federal) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- c. Is not presently indicted for or otherwise criminally or civil charged by a governmental entity with the commission of any of the above offenses; and
- d. Has not within a three-year period preceding the application submission had one or more public transactions terminated for cause or fault.

Any change in the above status shall be immediately reported to the Department.

### **Section 2      General Contract Provisions:**

#### **2.1.      PROCUREMENT AND CONTRACTUAL AGREEMENTS**

The terms and conditions contained in this section constitute a basis for any resultant contract as a result of the RFA and are mandatory for any resultant contracts. The Department is solely responsible for rendering decisions in matters of interpretation on all terms and conditions. As used in these mandatory terms and conditions, the term, "contract" refers to any resultant contract to this RFA, although the term, "contract" as used in these terms and conditions does not suggest, warrant nor guarantee that the Department will award a contract as a result of this RFA. Also, as used in these mandatory terms and conditions, the term, "contractor" refers to any resultant contractor to this RFA, although the term, "contractor" does not suggest, warrant nor guarantee that the Department will award a contract as a result of this RFA.

## 2.2 CONTRACT TERM

The contract term shall be subject to contract negotiations between the Department and the resultant contract recipient.

## 2.3 CONTRACT REVISIONS/AMENDMENTS

- a. Revisions to the contract's objectives, services or plan including revisions to due dates for reports and completion of objectives or services, must be approved in writing by the Department. A formal contract amendment shall be required for: extensions to the final date of the contract period, revisions to the contract fees, and any other contract revisions determined material by the Department.
- b. The Department reserves the right to renegotiate the contractor's scope of work and budget at anytime during the term of this contract based on the contractor's performance and actual expenses to date. A formal contract amendment, in writing, shall not be effective until executed by both parties to the contract, and where applicable, the Attorney General.
- c. No amendment may be made to a lapsed contract.

## 2.4 ASSIGNMENT, MERGERS AND ACQUISITIONS

- a. Contracts in whole or in part are not transferable or assignable without the prior written agreement of the Department's Contract Administrator. This shall not be construed as limiting the contractor's rights to subcontract some of the services to be performed hereunder as provided in this contract.
- b. At least ninety (90) days prior to the effective date of any changes in corporate status, including merger, acquisition, transfer of assets and any changes in fiduciary responsibility, the Contractor shall provide the Department with written notice of such changes.
- c. The Contractor shall comply with requests for documentation deemed necessary by the Department to determine whether the Department will agree to the changes and continue the contract with the resulting entity from the proposed organizational change or terminate the agreement.
- d. The Department shall notify the Contractor of such determination no later than forty-five (45) days from the date the Contractor's compliance with requests for such documentation is received.

## 2.5 SUBCONTRACTING

None of the services to be provided by the contractor shall be subcontracted or delegated to any other organization, subdivision, association, individual, corporation, partnership or group of individuals or other such entity without the prior written consent of the Department. Any subcontract to which the State has consented in writing shall be in writing attached to the contract and made a part thereof and shall in no way alter the contract terms and conditions. Said subcontract shall contain the access to the books, document and records, provided for in paragraph 2.11 infra. No subcontract or delegation shall relieve or discharge the contractor from any obligation, provision or liability thereunder.

The contractor agrees to make a good faith effort to award a reasonable proportion of subcontracts to small, minority and women's businesses in accordance with Conn. Gen. Stat. Section 4a-60.

## 2.6 LIAISON

Both parties agree to have specifically named liaisons at all times. These representatives of the parties will be the first contacts regarding any questions and problems which arise during implementation and operation of the contract.

## 2.7 NOTICES

Wherever under this contract one party is required to give notice to the other, such notice shall be deemed given upon delivery, if delivered by hand (in which case a signed receipt will be obtained), or three (3) days after posting if sent by registered or certified mail, return receipt requested. Notices shall be addressed as follows:

In case of notice to the contractor:  
To be determined

In case of notice to the Department:  
To be Determined  
Department of Social Services  
25 Sigourney Street  
Hartford, CT 06106

Said notices shall become effective on the date of receipt or the date specified in the notice, whichever comes later. Either party may change its address for notification purposes by mailing a notice stating the change and setting forth the new address, which shall be effective on the tenth (10th) day following receipt.

## 2.8 REPORTING

The contractor may be required to file progress reports on a monthly basis in a form and manner to be determined by the Department. In addition, upon contract completion or termination, the contractor may be asked to submit a final report that summarizes and evaluates the activities of the entire project to date.

## 2.9 DELINQUENT REPORTS

The Department reserves the right to withhold payment for the contract if the Department has not received on a timely basis, acceptable progress reports, expenditure reports, refunds, audits and/or other information as required for any and all contracts the contractor has entered into with the Department.

## 2.10 MAINTENANCE OF SEPARATE ACCOUNTING SYSTEM

The contractor shall maintain accounting records in a manner which will enable the state to easily audit and examine any books, documents, papers and records maintained in support of the contract. All such documents shall be made available to the Department at its request, and shall be clearly identifiable as pertaining to the contract.

## 2.11 EXAMINATION OF RECORDS

The Department and its duly authorized representatives, the Auditors of Public Accounts and/or the U.S. Department of Health and Human Services and their duly authorized representatives, during the term of this contract and for a period of three (3) years after final payment for the services performed under this contract or any extension and all pending matters are closed shall have access to and the right to examine any of the contractor's books, records, including but not limited to financial records, documents and papers pertinent to this solicitation and this contract for the purpose of making audit, examination, excerpts and transcriptions. This provision also applies to the books, records, including but not limited to financial records, documents and papers of any parent, affiliated or subsidiary organization of contractor or any subcontractor approved by the Department pursuant this contract performing under formal or informal arrangement any service or furnishing any supplies or equipment to the contract involving transactions related to this contract. Any contract with an approved subcontract must contain a provision specifically authorizing access in accordance with the terms set forth in this paragraph.

If an audit, litigation, or other action involving the records is started before the end of the three year period, the records must be retained until all issues arising out of the action are resolved or until the end of the three year period, whichever is later. The contractor further agrees that this provision shall be inserted in each subcontract.

### **Section 3      Ownership:**

#### **3.1      OWNERSHIP**

All products and materials developed as a result of this contract by the contractor, or any of its subcontractors hired for the purposes of this contract shall remain the property of the Department. Products and materials are defined as, but not limited to, copyrighted materials; camera ready copy; mechanical devices; videos; brochures; posters and stock thereof; designs; data; and all other matter and information that is collected or developed for the purpose of this contract.

Disposition of all products and materials shall remain at the discretion of the Department during the effective period of this contract and thereafter.

#### **3.2      CREDIT AND RIGHTS IN DATA**

- a. All documents, reports and other data prepared during and/or resulting from the performance of services under this contract shall include the following statement: "The preparation of this [report or document, etc.] was financed under an agreement with the Connecticut Department of Social Services.
- b. The contractor may not publish or copyright any data without prior approval, unless otherwise stated herein. The Department and the Federal Government shall have the right to publish, duplicate, use and disclose all such data in any manner, and for any purpose whatsoever, and may authorize others to do so.
- c. "Data" shall mean all results, technical information and materials developed and/or obtained in the performance of the services hereunder, including, but not limited to, all reports, surveys, plans, charts, recordings (video and/or sound), pictures, drawings, analyses, graphic representations, computer programs and printouts, notes and memoranda, and documents whether finished or unfinished, which result from or are prepared in connection with the services performed hereunder.

#### **3.3      INSPECTION OF WORK PERFORMED**

The Department or its authorized representative shall at all reasonable times have the right to enter into contractor's premises, or such other places where duties under the contract are being performed, to inspect, monitor or otherwise evaluate the work being performed. The contractor and all subcontractors must provide all reasonable facilities and assistance for Department representatives. All inspections and evaluations shall be performed in such a manner as will not unduly delay work.

#### **3.4      CONFIDENTIALITY**

All material and information provided to the contractor by the State or acquired by the contractor in performance of the contract whether verbal, written, recorded magnetic media, cards or otherwise shall be regarded as confidential information and all necessary steps shall be taken by the contractor to safeguard the confidentiality of such material or information in conformance with federal and state statutes and regulations. The contractor agrees that it is prohibited from releasing any and all information provided by the Department or providers or any information generated by the contractor without the prior express written consent of the Contract Administrator.

#### **3.5      RIGHT TO PUBLISH**

- a. All materials developed during the term of this contract are considered proprietary to the Department and shall remain confidential.
- b. Throughout the term of the contract, the contractor must secure the Department's written approval prior to the release of any information whatsoever that pertains to work or activities covered by the contract.



### 3.6 FREEDOM OF INFORMATION

Due regard will be given to the protection of proprietary information contained in all applications received; however, applicants should be aware that all materials associated with this procurement are subject to the terms of the Freedom of Information Act, and the Privacy Act and all rules, regulations and interpretations resulting therefrom. Applicants must provide convincing explanation and rationale sufficient to justify each exception from release consistent with Section 1-210 of the Connecticut General Statutes to claim proprietary exemption.

It will not be sufficient for applicants to merely state generally that the application is proprietary in nature and therefore not subject to release to third parties to claim an exemption. Price and cost alone do not meet exemption requirements. Those particular pages or sections that an applicant believes to be proprietary, must be specifically identified as such. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the applicant that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the above cited statute.

In any case, the narrative portion of the application may not be exempt from release. Between the applicant and the State, the final administrative authority to release or exempt any or all material so identified rests with the State.

## **Section 4 Liabilities and Indemnification:**

### 4.1 HOLD HARMLESS

The contractor agrees to indemnify, defend and hold harmless the State of Connecticut; and all Departments, officers, agents and employees of the State from and against any and all claims, losses or suits according or resulting to any contractors, subcontractors, laborers and any person, firm or corporation who may be directly or indirectly injured or damaged by the contractor in the performance of the contract.

### 4.2 PATENT INFRINGEMENT

The contractor at his own expense must defend any and all claims or suits that may be brought against the Department or the State for the infringement of any patents, copyrights, proprietary rights or right of privacy arising from the contractor's or State's use of any equipment, materials or information prepared or developed in conjunction with the performance of the contract. The contractor shall, in any such suit, satisfy any and all damages directly or indirectly assessed against the State or its departments, be it resolved by settlement, final judgment, consent decree or any other manner.

### 4.3 AUDIT REQUIREMENTS AND LIABILITIES

- a. The contractor shall provide for an annual financial audit acceptable to the department for any expenditure of state-awarded funds made by the contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The contractor will comply with federal and state single audit standards as applicable.
- b. In addition to and not in any way in limitation of the obligation of the contract, it is understood and agreed by the contractor that the contractor shall be held liable for any State or Federal audit exceptions and shall return to the Department all payments made under the contract to which exception has been taken or which have been disallowed because of such an exception in accordance with Connecticut General Statutes 7-396a.

### 4.4 LITIGATION

- a. The contractor agrees to provide written notice to the Department of any litigation that relates to the services directly or indirectly financed under a resultant contract or that has the potential to impair the ability of the contractor to fulfill the terms and conditions of the contract, including, but not limited to

financial, legal or any other situation that may prevent the contractor from meeting its obligations under the contract.

- b. The contractor shall provide written notice to the department of any final decision by any tribunal or state or federal agency or court which is adverse to the contractor or which results in a settlement, compromise or claim or agreement of any kind for any action or proceeding brought against the contractor or its employee or agent under the Americans with Disabilities Act of 1990, executive orders Nos. 3 & 17 of Governor Thomas J. Meskill and any other provisions of federal or state law concerning equal employment opportunities or nondiscriminatory practices.

## **Section 5      Interpretations and Disputes**

### **5.1      SETTLEMENT OF DISPUTES**

Any dispute concerning a question of fact arising under the contract which is not disposed of by agreement shall be decided by the contract Administrator whose decision shall be final and conclusive subject only to whatever rights, if any, the contractor may have in a court of law. In connection with any appeal to the contract Administrator under this paragraph, the contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute, the contractor shall proceed diligently with the performance of the contract in accordance with the contract Administrator's decision.

### **5.2      LEGAL CONSIDERATIONS**

The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State arising out of this contract, shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate legal proceedings in any State or Federal Court in addition, to, or in lieu of, said Chapter 53 proceedings.

### **5.3      CHOICE OF LAW AND CHOICE OF FORUM**

The contractor agrees to be bound by the laws of the State of Connecticut and that this contract shall be constructed and interpreted in accordance with Connecticut law in the event a choice of law situation arises.

### **5.4      SEVERABILITY**

If any provision of this contract is declared or found to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations under that provision. The remainder of this contract shall be enforced to the fullest extent permitted by law.

### **5.5      WAIVERS**

No covenant, condition, duty, obligation or undertaking contained in or made a part of this contract shall be waived, except as specifically provided in any section of this contract or by the written agreement of the parties.

Forbearance or indulgence in any form or manner by the Department in any regard whatsoever shall not constitute a waiver of the covenant, condition, duty, obligation or undertaking to be kept, performed, or discharged by the contractor. Notwithstanding any such forbearance or indulgence, until complete performance or satisfaction of all such covenant, conditions, duties, obligations and undertakings, the Department shall have the right to invoke any remedy available under the contract, or under law or equity.

## **Section 6      Personnel**

### **6.1      INDEPENDENT CAPACITY OF CONTRACTOR**

The contractor including its officers, employees, subcontractors, or any other agent of the contractor is acting as an independent contractor in performance of this contract. The contractor does not have, nor shall contractor hold themselves out as having, any right, power or authority to create any contract or obligation either express or implied, on behalf, in the name of, or binding upon the State of Connecticut or of the Department. The contractor shall be solely responsible and liable for contractor's employees and their acts.

### **6.2      KEY PERSONS**

- a. The contractor certifies that all personnel named in their scope of work shall actually work on the contract in the manner described in their application. No changes, substitution, additions or deletions shall be made unless approved in advance by the Contract Administrator. In addition, these individuals shall continue for the duration of the contract, except in the event of resignation or death. In such event, the substitute personnel shall be approved by the Contract Administrator. Substitutions shall be made within thirty (30) days of the resignation, incapacity or death of a key person.
- b. During the course of the contract, the Department reserves the right to approve or disapprove the contractor's and any subcontractor's staff assigned to this contract, to approve or disapprove any proposed changes in staff, or to require the removal or reassignment of any contractor employee or subcontractor employee found unacceptable by the Department.
- c. Any employee of the contractor, who, in the opinion of the Department is uncooperative, inept, incompetent, or otherwise unacceptable, shall be removed from this contract. In the event that an employee is removed pursuant to the Department's written request from the contract Administrator, the contractor shall have thirty (30) days in which to fill the vacancy with an acceptable employee. Replacement of any personnel, including those who have terminated employment, shall be with personnel of equal ability and qualifications as approved by the Department. The contractor shall, upon request, provide the Department with a resume for any member of its staff or of a subcontractor's staff assigned to or proposed to be assigned to any aspect of the performance of this contract.

### **6.3      NON-DISCRIMINATION REGARDING SEXUAL ORIENTATION**

- a. Unless otherwise provided by Conn. Gen. Stat. § 46a-81p, the contractor agrees to the following provisions required pursuant to § 4a-60a of the Conn. Gen. Stat.: (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the contractor agrees to provide each labor union or representatives of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding a notice to be provided by the commission on human rights and opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to § 46a-56 of the Conn. Gen. Stat.; (4) the contractor agrees to provide the commission on human rights and opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts concerning the employment practices and procedures of the contractor which relate to provisions of this section and § 46a-56 of the Conn. Gen. Stat.
- b. The contractor shall include the provisions of subsection (a) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be

binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with § 46a-56 of the Conn. Gen. Stat. provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

6.4 EXECUTIVE ORDERS Nos. 3, 17, 16 AND 7B:

- a. This Agreement is subject to the provisions of **Executive Order No. 3 of Governor Thomas J. Meskill promulgated June 16, 1971**, and, as such, this Agreement may be cancelled, terminated or suspended by the state labor commissioner for violation of or noncompliance with said Executive Order No. Three, or any state or federal law concerning nondiscrimination, notwithstanding that the labor commissioner is not a party to this contract. The Parties to this Agreement, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The Parties agree to abide by said Executive Order and agree that the state labor commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination, until the contract is completed or terminated prior to completion. The CONTRACTOR agrees, as part consideration hereof, that this Agreement is subject to the Guidelines and Rules issued by the state labor commissioner to implement Executive Order No. Three, and that it will not discriminate in its employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the state labor commissioner.
- b. This Agreement is subject to the provisions of **Executive Order No. 17 of Governor Thomas J. Meskill promulgated February 15, 1973**, and, as such, this Agreement may be cancelled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be a party to this Agreement. The Parties to this Agreement, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The Parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment openings with the Connecticut State Employment Service.
- c. This Agreement is subject to the provisions of **Executive Order No. 16 of Governor John G. Rowland promulgated August 4, 1999**, and, as such, the Agreement may be canceled, terminated or suspended by the state for violation of or noncompliance with said Executive Order No. Sixteen. The Parties to this Agreement, as part of the consideration hereof, agree that
  - (1) The CONTRACTOR shall prohibit employees from bringing into the state work site, except as may be required as a condition of employment, any weapon or dangerous instrument as defined in (2):
  - (2) Weapon means any firearm, including a BB gun, whether loaded or unloaded, any knife (excluding a small pen or pocket knife), including a switchblade or other knife having an automatic spring release device, a stiletto, any police baton or nightstick or any martial arts weapon or electronic defense weapon.
  - (3) Dangerous instrument means any instrument, article, or substance that, under the circumstances, is capable of causing death or serious physical injury.
  - (4) The CONTRACTOR shall prohibit employees from attempting to use, or threaten to use, any such weapon or dangerous instrument in the state work site and employees shall be prohibited from causing, or threatening to cause, physical injury or death to any individual in the state work site.
  - (5) The CONTRACTOR shall adopt the above prohibitions as work rules, violations of which shall subject the employee to disciplinary action up to and including discharge. The CONTRACTOR shall insure and require that all employees are aware of such work rules.

(6) The CONTRACTOR agrees that any subcontract it enters into in furtherance of the work to be performed hereunder shall contain provisions (1) through (4) of this Section.

d. This Agreement is subject to **Executive Order No. 7B of Governor Jodi M. Rell, promulgated on November 16, 2005**. The Parties to this Agreement, as part of the consideration hereof, agree that:

1. The State Contracting Standards Board ("the Board") may review this contract and recommend to the state contracting agency termination of the contract for cause. The state contracting agency shall consider the recommendations and act as required or permitted in accordance with the contract and applicable law. The Board shall provide the results of its review, together with its recommendations, to the state contracting agency and any other affected party in accordance with the notice provisions in the contract no later than fifteen (15) days after the Board finalizes its recommendation. For the purposes of this Section, "for cause" means:
  - a. a violation of the State Ethics Code (Conn. Gen. Stat. Chapter 10) or Section 4A-100 of the Conn. Gen. Statutes or
  - b. wanton or reckless disregard of any state contracting and procurement process by any person substantially involved in such contract or state contracting agency.
2. For the purposes of this Section, "contract" shall not include real property transactions involving less than a fee simple interest or financial assistance comprised of state or federal funds, the form of which may include but is not limited to grants, loans, loan guarantees, and participation interests in loans, equity investments and tax credit programs. Notwithstanding the foregoing, the Board shall not have any authority to recommend the termination of a contract for the sale or purchase of a fee simple interest in real property following transfer of title.
3. Effective January 1, 2006, notwithstanding the contract value listed in Conn. Gen. Stat. §§ 4-250 and 4-251, all procurements between state agencies and private entities with a value of \$50,000 (fifty thousand dollars) or more in a calendar or fiscal year shall comply with the gift affidavit requirements of said Sections. Certification by agency officials or employees required by Conn. Gen. Stat. § 4-252 shall not be affected by this Section.

#### 6.5 NONDISCRIMINATION AND AFFIRMATIVE ACTION PROVISIONS IN CONTRACTS OF THE STATE AND POLITICAL SUBDIVISIONS OTHER THAN MUNICIPALITIES

- a. The contractor agrees to comply with provisions of section 4a-60 of the Connecticut General Statutes (a) Every contract to which the state or any political subdivision of the state other than a municipality is a party shall contain the following provisions: (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved; (2) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission; (3) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission

advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e and 46a-68f; (5) the contractor agrees to provide the commission of human rights and opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56. If the contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

- b. For the purposes of this section, "minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.
- c. Determinations of the contractor's good faith efforts shall include but shall not be limited to the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative action advertising; recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- d. The contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.
- e. The contractor shall include the provisions of subsection (a) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provision shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

#### 6.6 AMERICANS WITH DISABILITIES ACT OF 1990

- a. This clause applies to those contractors which are or will come to be responsible for compliance with the terms of the Americans with Disabilities Act of 1990 (42 USCS §§ 12101-12189 and §§ 12201-12213) (Supp. 1993); 47 USCS §§ 225, 611 (Supp. 1993). During the term of the contract, the contractor represents that it is familiar with the terms of this Act and that it is in compliance with the law. The contractor warrants that it will hold the state harmless from any liability which may be imposed upon the state as a result of any failure of the contractor to be in compliance with this Act.
- b. Where applicable, the contractor agrees to abide by the provisions of section 504 of the federal Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794 (Supp. 1993), regarding access to programs and facilities by people with disabilities.

## 6.7 NONSEGREGATED FACILITIES

- a. The Contractor shall comply with Federal Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity" as amended by Federal Executive Order 11375 and as supplemented in the United States Department of Labor Regulations (41 CFR Part 60-1 et seq., Obligations of Contractors and Subcontractors).
- b. Pursuant to the above-cited regulations, the Contractor shall not maintain any facilities it provides for its employees in a segregated manner, or permit its employees to perform their services at any location, under its control, where segregated facilities are maintained; and so certifies by its agreement to this contract.
- c. As used in this certification, the term "facilities" means waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, color, religion, or national origin. The Contractor further agrees (except where he has obtained identical certifications from proposed subcontractors for specific time periods) that it will obtain identical certifications from proposed subcontractors who are not exempt from the provisions for Equal Employment Opportunity; that it will retain such certifications in its files; and that it will forward a copy of this clause to such certifications in its files; and that it will forward a copy of this clause to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods).

## 6.8 EMPLOYMENT/AFFIRMATIVE ACTION CLAUSE

The contractor agrees to supply employment/affirmative action information as required for agency compliance with Titles VI and VII of the Civil Rights Acts of 1964 and Connecticut General Statutes, Section 46a-68 and Section 46a-71.

## 6.9 SMOKING POLICY

If the contractor is an employer subject to the provisions of Section 31-40q of the Connecticut General Statutes, the contractor agrees to provide the Department with a copy of its written rules concerning smoking. The rules or a statement that the contractor is not subject to the provisions of Section 31-40q of the Connecticut General Statutes must be received prior to contract approval by the Department.

## **Section 7        Payments**

### 7.1        APPROVAL

The Department and the State of Connecticut assume no liability for payment under the terms of any agreement or contract until contractor is notified, in writing, that the contract has been approved by the Office of Policy and Management, and/or by the Attorney General of the State of Connecticut as appropriate.

### 7.2        FEDERAL OR STATE FUNDS ABVAILABILITY

The Department assumes no liability for payment under the terms of this contract until and unless the Federal or State funds for this contract are authorized and made available.

## **Section 8        Termination**

### 8.1        OFFER OF GRATUITIES

The contractor certifies that no elected or appointed official or employee of the State of Connecticut has or will benefit financially or materially from the award of this contract. This contract may be terminated by the

Department if it is determined that gratuities of any kind were either offered to or received by any of the aforementioned officials or employees from the contractor, its agent(s) or employee(s).

## 8.2 TERMINATION

The resultant contract may be terminated by the Department upon fifteen (15) days advance written notice delivered to the contractor specifying a date of termination.

The State may terminate the resultant contract for the following termination provisions:

For Default

For Convenience

For Unavailability of Funds

For Financial Instability

All notices of termination as defined in the subsections below shall be signed by the contract Administrator.

### A. TERMINATION FOR DEFAULT:

1. The State may terminate this contract in whole, or in part, whenever the Department determines that the contractor or any subcontractor has failed to satisfactorily perform its contracted duties and responsibilities and is unable to cure such failure, within a reasonable period of time as specified in writing by the contract Administrator, taking into consideration the gravity and nature of the default. Such determination shall be referred to herein as "Termination for Default".
2. Upon determination by the Department that the contractor has failed to satisfactorily perform its contracted duties and responsibilities, the contract Administrator shall notify the contractor of its failure to perform and shall establish a reasonable time period, not to exceed thirty (30) days, in which to cure such failure. If the contractor is unable to cure the failure within the specified time period, the contract Administrator will notify the contractor that the contract has been terminated for default, in whole or in part. Such notices shall be in writing and delivered to the contractor by certified mail, return receipt requested.
3. If, after notice of termination for default, it is determined by the Department or a court that the contractor was not in default or that the contractor's failure to perform or make progress in performance was due to causes beyond the control and without error or negligence of the contractor or any of its subcontractors, the notice of termination shall be deemed to have been issued as a termination for the convenience of the Department, and the rights and obligations of the parties shall be governed accordingly.
4. In the event of a termination for default, the contractor shall be paid for those services the contractor has provided to the Department pursuant to this contract.
5. The rights and remedies of the Department provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law under the contract.

### b. TERMINATION FOR CONVENIENCE:

1. The Department may terminate performance of work under the contract in whole or in part whenever for any reason the Department shall determine that such termination is in the best interest of the Department and/or the State of Connecticut.
2. In the event that the Department elects to terminate the contract pursuant to this provision, the contract Administrator shall notify the contractor by certified mail, return receipt requested. Termination shall be effective as of the close of business on the date specified in the notice.

- c. **TERMINATION FOR UNAVAILABILITY OF FUNDS:** It is understood and agreed by the parties hereto that all obligations of the Department, including the continuance of payments hereunder, are contingent upon the availability and continued appropriation of State and/or Federal funds, and in no event shall the Department be liable for any payments hereunder in excess of such available appropriated funds. In the event that the amount of any available or appropriated funds provided by the State and/or Federal sources for the purchase of services hereunder shall be reduced, terminated or shall not be continued at an aggregate level sufficient to allow for the purchase of the specified amount of services to be purchased



hereunder for any reason whatsoever, the Department shall notify the resultant contractor of such reduction of funds available and the Department shall be entitled to reduce its commitment hereunder as it deems necessary.

- d. **TERMINATION FOR FINANCIAL INSTABILITY** - In the event that the contractor becomes financially unstable to the point of threatening the ability of the Department to obtain the services provided for under this contract, ceases to conduct business in the normal course, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or its assets, the Department may, at its option, immediately terminate this contract. In the event the Department elects to terminate this contract under this provision, it shall do so by the contract Administrator sending notice of termination to the contractor by certified mail, return receipt requested, specifying the date of termination. In the event of the filing of a petition in bankruptcy by or against a principal subcontractor, the contractor shall immediately so advise the Department. The contractor shall ensure that all tasks related to the subcontract are performed in accordance with the terms of the contract and agrees that the filing of a petition in bankruptcy by or against a subcontractor shall, in no way, relieve contractor of its duties under this contract.

### 8.3 PROCEDURE ON TERMINATION

- a. Upon delivery by certified mail to the contractor of a Notice of Termination specifying the nature of the termination and the date upon which such termination becomes effective, the contractor shall:
1. Stop work under the contract on the date and to the extent specified in the Notice of Termination.
  2. Terminate all subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination.
  3. Assign to the Department in the manner and to the extent directed by the contract Administrator all of the right, title, and interest of the contractor under the subcontracts so terminated, in which case the Department shall have the right, in its discretion, to settle or pay any and all claims arising out of the termination of such subcontracts.
  4. Complete the performance of such part of the work as shall not have been terminated by the Notice of Termination.

### 8.4 TRANSITION AFTER TERMINATION OR EXPIRATION OF CONTRACT

In the event that this contract is terminated for any reason the contractor will assist in the orderly transfer of operations described in this contract as required by the department and will assist in the orderly cessation of operations under this contract. The contractual agreement may be amended as necessary to assure transition requirements are met during the term of this contract.

## **Section 9      Miscellaneous**

### 9.1 AWARD OF RELATED CONTRACTS

The Department may undertake or award supplemental contracts for work related to this contract or any portion thereof. The contractor shall be bound to cooperate fully with such other contractors and the Department in all such cases. All subcontractors will be required to abide by this provision as a condition of the contract between the subcontractor and prime contractor.

### 9.2 ANTI-LOBBYING CLAUSE

The contractor agrees that no federal appropriated funds have been paid or will be paid, by or on behalf of the contractor or its subcontractors, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

The contractor or its subcontractors shall complete and submit a Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with this federal contract, grant, loan or cooperative agreement,.

### 9.3 INDEPENDENT PRICE DETERMINATION

By entering into this contract, the contractor certifies, as to its own organization, and in connection with this contract that the costs proposed have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such process with any other organization or with any competitor.

### 9.4 FORCE MAJEURE

Neither party shall incur liability for any failure to perform its obligations under this contract due to causes beyond its control including, but not limited to, fire, storm, flood, earthquake, explosion, accident, acts of war, acts of God, acts of federal, state or local government or any agency thereof and judicial action, acts of third parties, and computer or equipment failures other than those caused by the sole negligence of either party.

**Appendix II**  
**PROCUREMENT AND CONTRACTUAL AGREEMENTS**  
**Statement of Acceptance**

The terms and conditions contained in this Request for Applications constitute a basis for this procurement. These terms and conditions, as well as others so labeled elsewhere in this document are mandatory for the resulting contract. The Department is solely responsible for rendering decisions in matters of interpretation on all terms and conditions.

**ACCEPTANCE STATEMENT**

On behalf of \_\_\_\_\_ I, \_\_\_\_\_ agree to accept the Mandatory Terms and Conditions as set forth in the Department of Social Services' **"Head Start State Collaboration RFA"**.

\_\_\_\_\_

Signature

\_\_\_\_\_

Title

\_\_\_\_\_

Date

### APPENDIX III

#### CERTIFICATION REGARDING LOBBYING

Contractor: \_\_\_\_\_

Period: \_\_\_\_\_

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed Name & Title

\_\_\_\_\_  
Firm/Organization

\_\_\_\_\_  
Date

## APPENDIX IV

### WORKFORCE ANALYSIS FORM

Contractor Name: \_\_\_\_\_ Total number of CT employees:

Address: \_\_\_\_\_ Full-time \_\_\_\_\_ Part-time \_\_\_\_\_

Complete the following Workforce Analysis for employees on Connecticut work sites who are:

Job Categories	Totals for all Columns - Male & Female	White (NOT OF HISPANIC ORIGIN)		Black (NOT OF HISPANIC ORIGIN)		Hispanic		Asian Or Pacific Islander		American Indian Or Alaskan Native		People With Disabilities	
		male	female	male	female	male	female	male	female	male	female	male	female
Officials & Managers													
Professionals													
Technicians													
Sales Workers													
Office & Clerical													
Craft Workers (Skilled)													
Operators (Semi Skilled)													
Laborers (Unskilled)													
Totals Above													
Totals One Year Ago													
Formal On-The-Job-Trainees (Enter figures for the same categories as shown above)													
Apprentices													
Trainees													
Employment Figures were obtained from _____ Visual Check _____ Employment Records _____ Other: _____													

**Workforce Analysis (cont'd)**

1. Have you successfully implemented an Affirmative Action Plan? Yes \_\_\_ No \_\_\_  
Date of Implementation \_\_\_\_\_ If the answer is "No", explain.

1.a. Do you promise to develop and implement a successful Affirmative Action Plan?  
Yes \_\_\_ No \_\_\_ Not Applicable \_\_\_\_\_ Explanation:

2. Have you successfully developed an apprenticeship program complying with Sec.  
46a-68-1 to 46a-68-17 of the Connecticut Department of Labor Regulations, inclusive:  
Yes \_\_\_ No \_\_\_ Not Applicable \_\_\_\_\_ Explanation:

3. According to EEO-1 data, is the composition of your work force at or near parity  
when compared with the racial and sexual composition of the work force in the relevant  
labor market area? Yes \_\_\_\_\_ No \_\_\_\_\_ Explanation:

4. If you plan to subcontract, will you set aside a portion of the contract for  
legitimate minority business enterprises? Yes \_\_\_\_\_ No \_\_\_\_\_ Explanation:

\_\_\_\_\_

\_\_\_\_\_

Contractor's Authorized Signature

Date